

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

IQ DENTAL SUPPLY, INC.,

Plaintiff,

v.

HENRY SCHEIN, INC., PATTERSON DENTAL
COMPANIES, INC., AND BENCO DENTAL
SUPPLY COMPANY,

Defendants.

Case No. 2:17-cv-4834

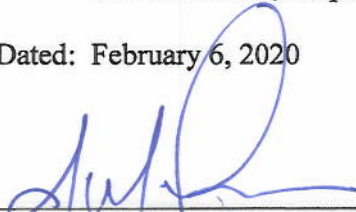
STIPULATION OF DISMISSAL

Plaintiff IQ Dental Supply, Inc. ("IQ Dental") and Defendant Patterson Companies, Inc. ("Patterson"), by their respective attorneys and under Rule 41(a)(2) of the Federal Rules of Civil Procedure, hereby stipulate to the dismissal of the present action with prejudice as to Patterson, and state as follows:

1. IQ Dental and Patterson seek the dismissal of this action with prejudice as to Patterson.
2. IQ Dental and Patterson agree that each party shall bear its own costs and attorneys' fees in connection with this action.
3. IQ Dental and Patterson agree that the Court shall retain jurisdiction to enforce the Agreement dated January 23, 2020 between the parties.

WHEREFORE, the parties respectfully request that this Court issue an Order of Dismissal.

Dated: February 6, 2020



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[PROPOSED] ORDER OF DISMISSAL

The Court, having considered the stipulation of Plaintiff IQ Dental Supply, Inc. and Defendant Patterson Companies, Inc., and good cause appearing, orders as follows:

1. The action filed by IQ Dental Supply, Inc. is dismissed with prejudice pursuant to Federal Rule of Civil Procedure 41(a)(2) as against Patterson Companies, Inc.
2. Each party shall bear its own costs and attorneys' fees.
3. The Court retains jurisdiction to enforce the Agreement dated January 23, 2020 between the parties.

IT IS SO ORDERED.

Dated: _____

Judge Brian M. Cogan
United States District Judge